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Attorneys for: Creditors  
Maria E. Vargas, Trustee of the Inca Trust  
Dated August 1, 2009; Gaspare Orlando and  
Benita J. Orlando; Albert J. Seadler and  
Helen M. Seadler, Trustees of the Seadler  
Family Trust Dated April 27, 1999; Trust  
Company of America fbo: Donna McLaughlin  
Account No. 27829; Trust Company of America  
fbo: Katie Mahan Account No. 30829;  
Joshua Baldwin and Kelly Baldwin

**UNITED STATES BANKRUPTCY COURT**  
**FOR THE EASTERN DISTRICT OF CALIFORNIA**  
**SACRAMENTO DIVISION**

\* \* \*

In re

PAUL SANDNER MOLLER and  
ROSA MARIA MOLLER,

Debtors.

Case No. 09-29936-C-11

Chapter 11

D. C. No.: HTP-1

**DECLARATION OF JOSHUA  
FISCHER IN SUPPORT OF  
MOTION FOR RELIEF FROM  
AUTOMATIC STAY AND  
WAIVER OF FRBP 4001(a)(3)**

**Preliminary Hearing:**

**Date: October 13, 2009**

**Time 9:30 a.m.**

**Place: Dept. C, Courtroom 35  
6th Floor, 501 I St.  
Sacramento CA  
(Judge Klein)**

I, JOSHUA FISCHER, DECLARE:

1                   1. I am over eighteen (18) years of age and competent to testify to the matters  
2 set forth herein. Those matters are true of my own personal knowledge unless otherwise stated.  
3 If I were called as a witness, my testimony would agree with the contents of this Declaration.

4                   2. I am the Vice President, Secretary, and Treasurer of Sterling Pacific Lending,  
5 Inc. ("Sterling Pacific"). Sterling Pacific acts as the servicing agent for Maria E. Vargas,  
6 Trustee of the Inca Trust Dated August 1, 2009; Gaspare Orlando and Benita J. Orlando; Albert  
7 J. Seadler and Helen M. Seadler, Trustees of the Seadler Family Trust Dated April 27, 1999;  
8 Trust Company of America fbo: Donna McLaughlin Account No. 27829; Trust Company of  
9 America fbo: Katie Mahan Account No. 30829; Joshua Baldwin and Kelly Baldwin  
10 ("Movants"). I also act as a custodian of records of Sterling Pacific with respect to this loan.

11                   3. On or about April 13, 2005, Sterling Pacific loaned \$700,000.00 to Paul S.  
12 Moller and Barbara M. Moller, the debtors herein. The parties memorialized this loan in the  
13 form of a Note, a copy of which is attached hereto as Exhibit "A" and incorporated herein by  
14 this reference (the "Note"). To secure the obligations under the Note, the debtors granted a deed  
15 of trust on the real property commonly known as 1222 Research Park Drive, Davis CA 95616  
16 (the "Real Property"), which was recorded in Yolo County on April 25, 2009, as Instrument No.  
17 2005-0018813-00 (the "Deed of Trust"). A copy of the Deed of Trust is attached as Exhibit "B"  
18 and incorporated herein by this reference.

19                   4. Subsequent to the consummation of the loan transaction set forth above,  
20 Sterling Pacific assigned all of its interest in the Note and its attendant security to Movants.  
21 Movants retained Sterling Pacific as servicing agent for the Note and, for that reason, I am  
22 familiar with all payments and performance received under the Note.

23                   5. The Note has been in default at all times since August 1, 2008, when the  
24 payment due on that date was not received. No party has made that payment, or any subsequent  
25 payment due on the Note. Sterling Pacific caused a Notice of Default relating to the Note to be  
26 filed with the County Recorder or Yolo County on September 29, 2008, as Instrument No.  
27 2008-29664 (the "NOD"). A copy of the Notice of Default is attached hereto as Exhibit "C"  
28 and incorporated herein by this reference. The obligation under the Note remained in default,

1 and Sterling Pacific caused a Notice of Trustee's Sale to be posted, served, and recorded in Yolo  
2 County as Instrument No. 2009-0000-3494-00 (the "NOS"). A copy of the NOS is attached as  
3 Exhibit "D." In addition, Sterling Pacific has received a Notice of Trustee's Sale Under Deed  
4 of Trust relating to the obligation owing by the debtors to Exchange Bank. Pursuant to a written  
5 subordination agreement, the deed of trust securing the Exchange Bank obligation is senior in  
6 priority to that of Movants. Based upon that document and other information, I believe that the  
7 obligation to Exchange Bank remains in default.

8 6. As of September 22, 2009, the following amounts were due and owing under  
9 the Note:

Unpaid Principal Balance	\$700,000.00
Interest from 7/1/2008	\$107,636.97
14 Late Charges	\$10,208.34
Foreclosure fees and costs to date	<u>\$5691.97</u>
<b>TOTAL</b>	<b>\$823,537.28</b>

13  
14 This total will continue to increase because of attorney's fees, interest, and other fees and  
15 charges that will be incurred by Movants.

16 I declare under penalty of perjury under the laws of the State of California that  
17 the foregoing is true and correct.

18 Dated: September 29, 2009

19  
20 /s/ Joshua Fischer  
21 JOSHUA FISCHER  
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